BANGALORE WATER SUPPLY AND SEWERAGE BOARD

9th Floor, Cauvery Bhavan "D" Block,
K.G. Road, Bangalore 560009

Tender for the Work of Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years.

(Through Karnataka Public Procurement Portal only)
https://www.kppp.karnataka.gov.in

Office of the Chief Engineer (Design & Quality Assurance)
BANGALORE WATER SUPPLY & SEWERAGE BOARD
9th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009
Telephone – 080-22945340

TENDER REFERENCE :	:	No: BWSSB/CE(D&QA)/ACE/TA/2895/2024-25 Dtd:17.12.2024
NAME OF THE WORK	:	Work of Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	02.01.2025 up to 16:00hrs
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	03.01.2025 at 16:05 hrs
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Chief Engineer (D &QA) Bangalore Water Supply & Sewerage Board 9th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009
TIME AND DATE OF OPENING OF PRICE TENDERS	:	Will be intimated to the qualified tenderers
PLACE OF OPENING OF PRICE TENDER	:	Will be intimated to the qualified tenderers
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (D &QA) Bangalore Water Supply & Sewerage Board 9th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009

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BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of The Chief Engineer(Design & Quality Assurance)
9th Floor, Cauvery Bhavan, K.G. Road, Bangalore-560009

INVITATION FOR TENDER

(ONLY THROUGH KARNATAKA PUBLIC PROCUREMENT PORTAL)

IFT No.: BWSSB/CE(D&QA)/ACE/TA/ 2895 /2024-25

Dt:17.12.2024.

SECTION 1

INVITATION FOR TENDER

1. The **Chief Engineer(Design & Quality Assurance)** invites tenders from eligible tenderers, for the Annual Maintenance of chlorine plants detailed in the table below. Tenderers are requested to submit their tender, EMD and details of their capability to undertake the tender (as detailed in ITT Clause-3 & 6) in the Karnataka Public Procurement Portal. Price tender will be opened only if the Tenderer is found to be qualified to execute the tendered works. Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents may be downloaded through Karnataka Public Portal www.eproc.karnataka.gov.in website only from **19.12.2024** to **02.01.2025** Interested Tenderers may obtain further information by accessing the same website.

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45**days beyond the validity of the tender.

4. The last date and time for receipt of tenders in the Electronic Tender Box in website (https://www.kppp.karnataka.gov.in) is **02.01.2025** up to **16:00 hrs.** The technical bids will be opened on **03.01.2025 at 16:05 hrs.** If the bid-opening day remains as public holiday, bids will be opened on the next working day at the original stipulated time.

5. Other details can be seen in the tender documents.

6. EMD shall through Karnataka Public Procurement Portal Only. The value of the Bid Security / EMD is as mentioned in the table above in column no 5.

Name of the work	Tender processing fee	Amount put to tender Rs. in lakh (approx)	Bid security Rs. in lakh (EMD)	Period of completion
Work of Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years.	As per KPP Portal.	241.35 Lakh (Ex GST)	3.625 Lakh	24 months

7. Tenderers can access tender documents from www.eproc.karnataka.gov.in website only and upload the required details; those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through Karnataka Public Procurement Portal.

8. The Tender processing fee once paid will not be refunded.

9. The successful Tenderer would be required to furnish the performance Bank Guarantee from a Nationalized/Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period as mentioned in tender document.

10. Applications / requisitions from joint venture Firms are not acceptable.

11. Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reasons.

12. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).

Bangalore Water Supply & Sewerage Board
Office of Chief Engineer (Design & Quality Assurance)
9th Floor, Cauvery Bhavan,
K.G.Road, Bangalore.
Telefax: 080-22945340

13. Tenderers shall submit offers that comply with the requirements of the bid document.

Corrigendum / Modification / Corrections, if any will be published in the website only.

Chief Engineer
(D & QA)

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Chief Engineer (Design & Quality Assurance),** (Referred to as Employer in these documents) invites tenders following Two Stage Karnataka Public Procurement Portal procedure, from eligible Tenderers, for the Work of Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

1 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

1 3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)

a) Achieved in at least two financial years a minimum financial turnover of **Rs.569.59Lakhs** documentary proof in the form of certificate issued by a Chartered Accountant along with relevant balance sheets has to be uploaded.

b) Satisfactorily completed as prime contractor, at least one similar work such as Annual Maintenance of Semi atomized vacuum type chlorinator of value not less than **Rs.142.40Lakhs**.

Note: The work done certificate should be issued by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

c) Executed in any one year, the following minimum quantities of work:

i. Maintenance of **42Nos** of Semi Atomized vacuum type chlorinators integrated to Scada System.

ii. Maintenance of **4Nos** of Calcium Hypochlorite Systems.

d) Deleted;

e) Deleted;

0 3.3 Each Tenderer should further demonstrate:

a. Availability by owning the following key and critical equipment for this work; Liquid assets and /or availability of credit facilities of no less than **Rs.85.44Lakh** (Credit lines/letter of credit/certificates from Nationalised / Schedule banks in India for meeting the fund requirement etc,

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria except to the extent stated in 3.2 above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)>284.79Lakhs

Where,

A = Maximum value of works executed in any one year during the last five years (updated to **2023-24** price level at 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2023-24** price level, of existing commitments and on-going works to be completed during the next **2** years (period of completion of the works for which Tenders are invited)*

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer’s participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for operation and maintenance work. The costs of visiting the Site shall be at the Tenderers own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2.

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer by posting in the web site (eprocurement→My tenders→action→quarries). All queries should be posted within ….. Reply will be posted by ……. All queries & replies can be viewed by all participating tenderers.

8.2 Pre-tender meeting: ***Deleted***

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted in the e-procurement website for viewing by all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1.1 The tender submitted in Karnataka Public Procurement Portal by the Tenderer shall contain the documents as follows:

a) Scanned copy of Earnest Money Deposit.
b) The form of Tender (in the format indicated in Section 4)
c) Scanned copies of the certificates supporting the Qualification as in Section 3. Any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. PHOTOCOPIES OF THE DOCUMENTS SHOULD BE NOTARISED.

10.1.2 Rates for the Bill of Quantities (Section 9) shall be quoted at the provision made in the Karnataka Public Procurement Portal.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total Tender value. ***Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Bill of Quantities***

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 40 of the Conditions of Contract.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or by cable or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 Earnest Money Deposit shall be paid through Karnataka Public Procurement Portal only using any of the following four modes.

i. Credit Card (Online Payment)

ii. Direct Debit Using Internet Banking (Online Payment)

iii. Remittance at the Bank Counter - Challan (Offline Payment)

iv. NEFT (Offline payment).

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest money deposit may be forfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) Sign the Agreement; or
(ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The completed tender comprising of documents indicated in ITT 10, should be uploaded in the e-Procurement website along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of tender Security / EMD.

14.2 All the documents should be uploaded in e-Procurement website. Tenderer should take a print out of the Form of Tender in the Section 4 of the tender document on company letter head and should sign, stamp and upload the same to the tender. Authenticity of the singing authority shall be furnished. With this, it is taken that tenderer has signed & submitted the tender.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Up-loading & submission of tenders

15.1 The tenders should be uploaded only through e-Procurement Website. Tender should contain

A. Technical Tender consisting of following:

a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the e Karnataka Public Procurement Portal (www.kppp.karnataka.gov.in)

b. The above documents along with notarized copies of documentary evidences as indicated in Section—2 of ITT, Section-3 Qualification information & Section-4 Forms of Tender shall be scanned and

uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete tender document

B. Financial Tender consisting of Bill of Quantities

All rates for the items in the Schedule shall be posted in the work template provided in the tender document. Rates shall be entered in figures only and rates in words will be automatically generated.

15.2 Deleted

15.3 BID reference Number will be automatically generated by the server.

15.4 Deleted

16. Deadline for submission of the Tenders

16.1 Deleted.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 The software of e-Procurement website system will not allow the Tenderer to upload the documents after expiration of the stipulated date & time of Bid submission. The Tenderer shall refer the server time, which will be displayed in the Karnataka Public Procurement Portal. BWSSB will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the Karnataka Public Procurement Portal service provider and may also draw the attention of tender inviting authority.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in Karnataka Public Procurement Portal. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 16. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification / withdrawal by other means will not be accepted.

18.2 Deleted.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may offer discounts for individual items by simply modifying the quoted unit price in the Bill of Quantities. Also, Tenderer may enter their overall discount, at specified location in the Bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted.

E. Tender opening and evaluation

19. Opening of Technical Bid of Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at the Employer's office mentioned in the earlier para on the date and the place specified. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 WITHDRAWAL proposal submitted pursuant to clause 18 shall be read out first and their bids shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Price Tenders of all the Tenderers including modifications for financial tenders cannot be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the price Tenders. The Employer will open the price tender of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their

representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened at the appointed time and location on the next working day.

20.2 Deleted.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents like (a)Form of Tender, (b)Declaration statement Scanned/ uploaded [including documents those are required to be furnished as per Section 2, 3 & 4 of the tender,]; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the tendering documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is

one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

24. Correction of errors

24.1 (a) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

24.2 Deleted

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :

1 - Cash or

2 - Banker's cheque/Demand draft,/Pay Order in favour of ***Chairman, BWSSB*** payable at ***Bangalore*** or

3 - A bank guarantee in the form given in Section 10;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank and valid in accordance with Clause 43 of Condition of Contract.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3:

QUALIFICATION INFORMATION

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Tenderer.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakh) [attach certificate of Chartered accountant]
_____
_____
_____
_____

2019 - 20
2020 – 21
2021 – 22
2022 – 23
2023 – 24

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakh	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: [to support the qualification criteria in ITT clause 3]

Year	Name of Work	Name of Employer	Quantity of work performed		Remarks (Indicate contract reference)
2017-18					
2018-19					
2019-20					
2020-21					

2021-22					

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated Date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor’s reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of

Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manger
Address:
.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4:

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Work: Work of Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years.

To

The Chief Engineer (Design & Quality Assurance)
Bangalore Water Supply & Sewerage Board
9th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price uploaded for this tender to be opened after qualification.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

Letter of Acceptance
(letterhead paper of the Employer)

_____[date]

To:
_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____——_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)

———— (date)

To
————————————— (name and address of the Contractor)
—————————————
—————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ————[name of the contract] a Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form
Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be n

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. Jurisdiction of Courts/Arbitration: The Sitting of arbitration shall be held at Bangalore only and nowhere else.

5. Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore city only and the parties agree and clearly understand that the courts/ tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

6. The parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.
7. The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place of conditions during the execution of the contract.
8. Contractor shall be fully responsible in the event of death of employee/ workman during the execution of the work and liable to pay adequate compensation to the dependants of employee/ workman as per law.
9. On his/ their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

10. If death of any employees occur during execution of work due to negligence of contractor, the contract will be liable for termination.
11. In case of any death or accident the contract will be cancelled after following due process.
12. In event of such termination, the employer may consider blacklisting of firm after due notice.
13. The board will be entitled to claim exemplary damages from the contractor in case of death of any work man/ employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.
14. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
    i) Letter of Acceptance;
    ii) Notice to proceed with the works;
    iii) Contractor's Tender;
    iv) Contract Data;
    v) Conditions of contract (including Special Conditions of Contract);
    vi) Specifications;
    vii) Drawings;
    viii) Bill of Quantities; and
    ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the on ……

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____
_____

in the presence of:
Binding Signature of Employer
_____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor’s design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 Deleted

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

1 D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the Annal Maintenance of existing working chlorine plants work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract or the BOQ rate whichever is less.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates

over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within **90 days** of submission of bill.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax:

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

Price Adjustment Formula for Maintenance Contract;

The amount payable to the Contractor and valued at base prices in accordance with the payment Schedule shall be adjusted for rises or falls in the cost of Labor, Chemicals , Fuels and other inputs to the Maintenance of the Plant, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in costs to the Contractor during Maintenance is not covered by the provisions of this or any other clause in the Contract, the Price shall be determined to include amounts to cover the contingency of such other rise or fall in costs.

Adjustment Formula: The amount to be added to or deducted from the Interim Payment Certificates for changes in cost and

legislation shall be determined from the formulae. The formulae will be of the following general type:

Pn = a + b Ln + c Cn + d Fn + etc
Lo Co Fo
Where:
—Pn, is the adjustment factor to be applied to the payment for Maintenance of the Plant carried out in month —n‖;
—a is a fixed coefficient, representing the non-adjustment portion;
—b, —c, —d, etc., are coefficients representing the estimated proportion of each cost element (labor (L), Chemicals (C), Fuels and lubricants (F), etc.) in the Maintenance of the plant, as specified below;
—Ln, —Cn, —Fn, etc., are the current cost indices or reference prices for month —to which the particular Interim Payment Certificate is related;
—Lo, —Co, —Fo, etc., are the base cost indices or reference prices corresponding to the above cost elements, on the Base Date as defined in the Section below.
The source of indices shall be those listed in the subsequent sub paragraphs.

Sources of Indices: The sources of the indices shall be as follows: Type of Index	Source
Cost Index for Labour	The consumer price index for industrial workers for Bangalore Centres published by Labour Bureau, Ministry of Labour, Government of India
Cost Index for Chemicals	The average whole sale price index for Other Inorganic Chemicals, as published by the Office of the Economic Advisor, Government of India (Base 2011-12 = 100)
Cost Index others	The average whole sale retail price of machineries, as published by the Office of the Economic Advisor, Government of India (Base 2011-12 = 100).

The weightings shall be adjusted if, in the opinion of the Engineer, the weightings are rendered unreasonable, unbalanced, or inapplicable as the result of changes in the methods of performance of Annual Maintenance of the plant and or for any other reason. The decision of the Engineer shall be final and binding to the Contractor.

Weightings and Adjustment Factors: The weightings (coefficients) for each of the factors of cost, shall be as follows:

For O&M Contract

Co-efficient	Description of Co-efficient	Range of Weightings%	Weightings% "Bidders to Specify below
(a)	Fixed Co-efficient	20	
(b)	Labour	20 – 30	
(c)	Chemicals	40 – 50	
(d)	others	10	
		Total	100

Note : If weightage % is not specified by the bidder in the table before uploading the tender document. It is implied that the bidder has considered the price adjustment amount in his quoted price and thus Price adjustment will not be considered during O&M Contract.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 Deleted

42.2 Deleted

42.3 Deleted

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory

after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"[1] Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Employer instructs the Contractor to delay the progress of works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the bill by the Contractor.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and

[1] Completion Drawings

to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be

passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5 Contractor to Co-ordinate his Work with Other Contractors

5.1 The Contractor has to co-ordinate with the other concerned Contractors as already specified in Conditions of Contract for all such works as per the directions of Engineer in charge at no extra cost.

6 Continuation of Work:

6.1 In case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if any eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work

SECTION 6:

CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Clause Reference

1 • The Schedule of Operating and Maintenance Manuals [48]
2
3 • The Methodology and Program of Construction [25]

4 • Site Investigation Reports [14]
5
6 • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :
Name: Bangalore Water Supply and Sewerage Board represented by Chief Engineer(Design & Quality Assurance) [1.1]

Address: Bangalore Water Supply & Sewerage Board
9th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009

Name of authorized Representative: Executive Engineer (Quality Assurance)
Bangalore Water Supply & Sewerage Board
1st Floor, Suvarna Bhavan,
18th cross, Margosa Road, Bangalore 560012

[1.1]

The name and identification number of the Contract is : Work of Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years.

The Works involves of: Annual Maintenance of existing 58 Nos of working Chlorine Plants of various types installed at various service stations and GLR premises of BWSSB for the period of 2 years

The start date shall be the date of issue of notice to proceed with the work.

The Intended Completion Date for the whole of the Works is 24 months
The Site Possession Date is: From the date Issue of Notice to Proceed with work.

The Site location at:
CJF- Malleshwarm, HGR 9MG, HGR 9MG new and HGR 4MG- High grounds, BTR old and BTR new- Bull Temple Road, Srignda Kaval old and Srignda Kaval new-Beggers colony old and Beggers colony, Singapura, BTM Layout, Ulsoor, Hoodi, JJR Nagar, CLR-Johnson Market, Banashankari, A.Narayanapura, Jambusavari Dinne, GKVK-Vidyaranyapura, OMBR Old-Kasturinagara, OMBR New- Kasturinagara, LLR-Race Course Road, Byrasandra old and Byrasandra new, K.M.Halli, KG Tower, Hegganahalli old and Hegganahalli new, HSR Layout, Kodichikkana Halli, Kothanur Dinne, Magadi Road, Aero Engine, Machalibetta, Chandra Layout, Electronic City, BEML Layout-RR Nagar, Yelahanka, Banagiri, MNK-Basavanagudi, Banagiri Old and Banagiri New, HRBR-1 and HRBR-2, HBR Layout, Manorampalaya, MEI Lay out, Nandni Layout , Kengeri , Visweswaraiaya Layout , Kudlu, Kumarswamy Layout, Hegganahalli, OMBR OHSR, BTM Layout, Ulsoor and KG Tower in Bangalore.

The Defects Liability Period is 3 month / till the award of next tender whichever is later days after completion of contract period and One year for spare parts mentioned in the BOQ from the date of installation.

The liquidated damages for the whole of the works are Rs.0.5% of annual maintenance contract price for particular plant and month per day.
The maximum amount of liquidated damages for the whole of the works is 5% of final annual maintenance contract price of particular plant and month.

The following events shall also be fundamental breach of the contract:

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

2. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 100 percent

SECTION 7:

TECHNICAL SPECIFICATIONS

(Special conditions of contract for this particular work)

BRIEF DESCRIPTION OF THE WORK

1. The Bangalore water supply and Sewerage Board is maintaining about 53 Chlorinators of Different makes and 5 Calcium Hypochlorite Systems installed at different parts of the city as Booster-chlorination to the chlorinated water that is being supplied to the residents of the city in different areas. These Chlorinators were installed during from 1991-93 to 2021-22 and has been regularly maintained through AMC and are in working condition. The existing chlorinators and Calcium Hypochlorite Systems have to be taken over by the prospective successful bidder on as is where condition basis and carry out necessary operation and maintenance.
2. The scope of the tender is for the 2 year maintenance of these chlorinators, so that the chlorination to the drinking water at all these locations are ensured to be satisfactory and uninterrupted throughout the period of contract.

GENERAL CONDITION

1. The Contractor shall inspect all the Chlorinators under the scope of work and list out the spares required, if any within 10 days from the date of Work order and rectify the defects, if any within 30 days from the Work order by suitably replacing with genuine spares wherever required.
2. The intending tenderer is advised to visit all the locations where the booster Semi atomized and scrubber unit chlorinators are in service assess their present status and make a proper assessment of the

work involved in their maintenance for two years, before submitting their offer. Any claim arising by the firms will not be entertained.

3. The complete safety of the Chlorine plants and its related accessories viz Semi atomized panel, scrubbing unit, SCADA system etc complete is the sole responsibility of the Contractor, such as, leakage of gas due to control valve etc., complete. All issues related to safety of personnel and also board property, liabilities in case of any injury/death to the personnel shall be sole responsibility of the contractor.

4. Weekly/monthly report on each chlorinator's should be submitted every month before claiming of bills (Report should be in prescribed format as directed by concerned Engineer).

4. The firm need to provide minimum (a) 1 no. of overall supervise in the cadre of diploma engineer to supervise all the chlorine plants and furnish the chlorine plants status every day to this office. (b) 4 nos. skilled experienced labour to attend all type of chlorine plants complaints with a basic knowledge of maintenance of chlorine plants. (c) The Bangalore city to be equally divided into 4 zone and each zone to be the provided one person for early and fast attending of complaint as and when complaints occurs. In addition the firm should deploy 8 Nos of operators Pass in ITI/Diploma in Mechanical/Electrical not less than 50% marks from recognized Board/University (Not distance Education) with minimum 2 years experience in operating semi atomized chlorine plant.
5. If the performance of the person not found to be satisfactorily, the AMC contractor should give replacement on information from the divisional/ sub-divisional officer within a week's time or earlier.
6. All 13 persons should report every day to the concerned sub division through phone or in person, if they failed to report per day penalty as per skilled labor charge in SR rate Rs.506/ day and for operator Rs.623/day as per sanctioned estimated rates will be levied.

7. The tenderer should have site office at Bangalore city.
8. Once repair work is taken to a plant, the same complaint should not be repeated further, for minimum 90 days, failing which penalty will be levied as per Section 7 of CC. The type of repair carried out to be clearly specified in the logbook shall be maintained and should be duly signed by the AEE/AE in charge of AMC every fortnight.
9. The tenderer holds the responsibility of maintaining one spare filled cylinder at site in addition to the connected cylinders at all the location for uninterrupted chlorination.
10. If any minor complaints regarding plant same need to be attended within 24 hrs .
11. Major repair such as (Repairing of Vacuum regulator, Header line, Ejector, Motor issues, pipeline replacement) within 48hrs, failing which penalty will be levied as per Section 7 of CC.
12. For all the deployed employees by the contractor should provide Personal Protective Equipments related to chlorine safety
13. In case of chlorine gas leakage in plants to be attended within 2hrs and the contractor should ensure that the person attending leakage should wear safety equipments.
14. Details of Insurance to the personnel to be submitted.

15. On award of contract the tenderer should provide ESI and EPF to the deployed employees as per prevailing labour act.

16. Monthly contract payment will be payable only after receipt of certificate from Central stores authority towards returning of empty cylinders for the particular month.

The scope of the work cover the following:-

a) All periodical maintenance works such as cleaning of all the parts and reassembling replacement of vacuum tubes where ever necessary, adjustment of dosage based on the flow and result of residual chlorine, cleaning of manometer tube, regulator, diaphragm assembly, injector, chlorine gas tubing and injector tubing etc complete.

b) Servicing of pump set coupling motor starter and main switch and replacement of minor spares like coupling bush and pins,

contact coils, overload relays, fuses, fuse carries etc., including rewinding and servicing of motor and replacement of impeller of motor and replacing overhauling of pump including materials & all other rotating elements and bring back to working conditions.

c) Servicing of suction piping including foot valve delivery piping up to dosing point, pressure gauge vacuum regulator Cylinder head etc.(The work will also include any civil work i.e. earth work excavation, dismantling and reconstruction needed to repair the pump sets, pipes etc.

d) Repainting of panel in two coats including angle frames with epoxy paints a month before the completion of Contract failing which 5% of the Contract value will not released.

e) Carrying out disconnection of old, empty cylinders and reconnection of new cylinder using necessary led washers check nuts and suitable copper tubes etc., The chlorine cylinders will be supplied by the Board. The awarded tenderer shall make arrangements to shift the cylinders from Central Stores, BWSSB to designated plant location & return the empty cylinders back to Central stores, BWSSB, Malleshwaram immediately after replacement of cylinder keeping in view the safety of Chlorine plant.

f) Regular checking of all joints and piping to check for any gas/water/solutions leakage’s and rectification of the same by using new pipe with allied materials.

g) Maintenance of general cleanliness in and around the chlorinators room.

h) Regular maintenance of Scrubber and SCADA, carryout the trial run/dry run for proper functioning of the same at the time of leakage. Submit the report along with photos to this office every month without fail.

Annual Maintenance includes cost of all spares. The maintenance of the chlorinators including its allied accessories

required during the above period it will be the responsibility of the successful tenderer and ensure that no interruption to chlorinators in the process of chlorinator and no spare parts will be supplied departmentally.

Period: The period of the Annual Maintenance is **24 calendar months**, from the date of issue of the work order.

However in the event of any delay in awarding fresh contract after the completion of 24 months the contractor should continue to maintain the AMC of chlorinators till the same is taken over by Board/New agency in good working condition at the agreed tender rates, terms & conditions. Any break down noticed during the contract or extended period it should be rectified within 48 hours otherwise it will be considered as deficiency in service and Board reserves the right to get the same rectified through third party agency at the risk and cost of the agency.

The tenderer shall arrange his own transport, tools and tackler, consumables, like lubricants, solvents, grease, petroleum and Jelly etc., He has to engage sufficiently skilled workers who are well versed with the parts and function of the plant and also the safety precautions to be observed during servicing or during any leaks, detection and rectification of chlorine gas leak etc. The tenderer shall also poses emergency kits for use during gas leak repairs such as Oxygen mask, blower etc., He should take sufficient care to ensure that any plant serviced by him should not cause any gas leak.

Rectification & Repairs: In the normal course of Annual Maintenance the tenderer shall visit all the plants covered in this scope regularly, with a minimum of one visit in a week and submit a weekly report countersigned by the incharge of chlorine plant. This is the barest minimum and is compulsory. In case of any breakdown or repair necessary to the plant he shall make additional visit and rectify the same immediately. If any problem is noticed by board staff the same

will be intimated to the contractor personally or over phone, he shall inspect the said chlorinator immediately and rectify the defects to the fullest satisfaction of the concerned Engineer. Thereafter the tenderer shall also attend to the minor problem like improper dosage, noise water leak etc.

In case of major or minor problem like gas leak stoppage of chlorination etc. he shall inspect the chlorinator immediately on intimation. After which he shall rectify the problem immediately if possible otherwise he shall make stop gap arrangement to restore chlorinators and stop any gas leakage and later, rectify the problem in a proper manner within 4 days.

The contractor shall maintain a log of his visit to the chlorination plants at different spots and submit the log sheet along with his bill for claiming payment. The log sheet cover the date of visit, location observed, conditions of plant deficiencies if any, rectification servicing done, spares used and signature of the contractor to be affixed sign the log book. The payment will be made only if the facts in the log sheet are verified and found correct.

DEFICIENCY IN SERVICE;

a. Improper, incomplete, servicing, resulting in reduced or incorrect dosage and unsatisfactory limits of residual chlorine.
b. Leaks of water, chlorine gas or chlorine solution.
c. Excessive noise or vibration of pump.
d. Insufficient vacuum due to leaks in pump suction or delivery leaks in piping etc.

In all such cases the contractor shall attend to the deficiency within 24 hours of noticing it or being intimated of it by the department. Any delay beyond this period will be considered as

deficiency of services and will invite levy of penalty at the discretion of the executive Engineer.

PENALITY FOR DEFICIENCY SERVICE; If it is observed that there is break down in chlorinator due to deficiency in service attributable to the contactor, the Board may impose penalty as follows.

a) 0.50% of the rate awarded per chlorinator for the year every day delay in rectification of minor defects like reduced dosage, noise, vibration and leaks etc.

b) 1% of rate per Chlorinator for breakdown of chlorinator, for every day delay, the levy of penalty above will be at the discretion of the Executive Engineer. If the penalty exceeds aggregate of 15% of the total awarded cost in any quarter the Board reserves the right to cancel the work order to the contractor and get the balance positions of annual Maintenance done by any other agency, at the risk and the cost of the contractor.

Payment for Annual Maintenance will be made during the first week of every month for the preceding month, the contractor shall submit his bill along with an extract of the monthly log sheet on the last day of each month of claiming payment.

Commencement of the work: The successful tenderer on intimate of the work by letter of Intent shall enter into agreement with the Board (E.E) for the above contractor as per terms and condition of the tenderer within ten days. The date of commencement of contractor will be recorded from the date of issue of work order or signing of agreement whichever is earlier.

Work by Authorized persons: Since all the chlorinator plants are within the jurisdiction of BWSSB and fall under restricted areas category only such personnel who are authorized by the Board can enter or handle any equipment’s inside the premises. The contractor shall give a list of his staff along with ID card and uniform that he proposes to engage

for the above AMC so that only these staff will be permitted to do that work. The contractor shall bear full responsibility for his staff.

Default of payment to supplies of spares: The AMC includes procurement of genuine spares from the chlorinator manufactures for use during maintenance. If the contactor does not keep up his commitment to the chlorinator spares supplier by not payment for the supplier in time and the plant maintenance is held up due to want of spares the Board may at its discretion arrange to pay for the spares parts supplied by the Manufacturer directly in order to keep the supply of further spares un interrupted. However, any breakdown of chlorinator due to non payment to the supplies and consequent non receipt of spares wills be considered as deficiency of service and penalty will be levied accordingly.

The concerned AEE (QA) shall look after the overall working of the chlorinators, the annual maintenance contract will be monitored and the respective bills shall be admitted and paid after getting necessary relevant details.

Two spare pump sets should be kept ready i.e., (Inwell & Monoblock pumpset) for replacement when once you remove defective pump set it has to be replaced immediately with readily available pump set and make sure there is no interruption for chlorine dosage.

SECTION 8:

DRAWINGS

(Deleted)

SECTION 9:

BILL OF QUANTITIES

(Annexed in Karnataka Public Procurement Portal separately)

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]
WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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